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7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 **SOUTHWEST REGIONAL**  
12 **COUNCIL OF CARPENTERS,**

13 **Petitioner,**

14 **v.**

15 **HANAN CONSTRUCTION**  
16 **COMPANY, INC.,**

17 **Respondent.**

**CASE NO. 11-CV-03519-DMG-FFM**

**JUDGMENT CONFIRMING**  
**ARBITRATION AWARD**

18       Upon consideration of the contentions of Petitioner Southwest Regional  
19 Council of Carpenters' unopposed Petition to Confirm Arbitration Award, and this  
20 Court having jurisdiction under Section 301 of the Labor-Management Relations Act,  
21 29 U.S.C. § 185, and good cause appearing therefor,  
22

23       **IT IS HEREBY ORDERED AND ADJUDGED** that the Award issued by  
24 Arbitrator Edna Francis on February 24, 2011 and reissued on March 31, 2011, is  
25 hereby confirmed and enforced, and Respondent Hanan Construction Company, Inc.,  
26 shall comply with the Award, including the following remedy: Respondent "shall  
27  
28

award [Enriquez] Velasquez \$31,480.00 (20 weeks' lost pay @ 39.35 hourly wage rate) and attendant pension and welfare benefits; shall award [Howard] Martin \$61,386.00 (39 weeks' lost pay @ 39.35 hourly wage rate) and attendant pension and welfare benefits; and shall award [Nathan] Horne \$52,706.13 (39 weeks' lost pay @ \$39.35 hourly wage rate minus \$8,679.87)) and attendant pension and welfare benefits."

IT IS FURTHER ORDERED AND ADJUDGED that, pursuant to California Civil Code Section 3289(b), Respondent Hanan Construction Company, Inc., must pay an interest at a rate of ten (10) percent per annum from the time of the breach until full satisfaction of the arbitration award.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that SOUTHWEST REGIONAL COUNCIL OF CARPENTERS has a judgment against HANAN CONSTRUCTION COMPANY, INC, as follows:

- |                             |                                                                                                                                                                                                                   |             |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1.                          | 20 weeks' lost pay @ \$39.35 hourly wage rate to <u>Enriquez Velasquez</u> out of the 39 week remedy period (between March 12, 2010 to December 10, 2010) for the wrongful termination                            | \$31,480.00 |
| 2.                          | Interest of ten (10) percent per annum on \$31,480.00, pursuant to California Civil Code Section 3289(b), from the time of the breach on March 12, 2010 to the date of the Order confirming the Arbitration Award | \$4,312.33  |
| TOTAL TO ENRIQUEZ VELASQUEZ |                                                                                                                                                                                                                   | \$35,792.33 |

3. 39 weeks' lost pay @ \$39.35 hourly wage rate \$61,386.00  
to Howard Martin for the 39 week remedy period  
(between March 12, 2010 to December 10, 2010)  
for the wrongful termination

4. Interest of ten (10) percent per annum on \$61,386.00, \$8,409.04  
pursuant to California Civil Code Section 3289(b),  
from the time of the breach on March 12, 2010  
to the date of the Order confirming the Arbitration  
Award

TOTAL TO HOWARD MARTIN \$69,795.04

5. 39 weeks' lost pay @ \$39.35 hourly wage rate \$52,706.13  
for the 39 week remedy period (between  
March 12, 2010 to December 10, 2010) for the  
wrongful termination, minus \$8,679.87,  
to Nathan Horne

6. Interest of ten (10) percent per annum on \$52,706.13, \$7,220.02  
pursuant to California Civil Code Section 3289(b),  
from the time of the breach on March 12, 2010  
to the date of the Order confirming the Arbitration  
Award

TOTAL TO NATHAN HORNE \$59,926.15

7. The amount of benefits Respondent would have \$8,808.00  
paid to the Carpenters Southwest Administrative  
Corporation for the weeks that Enriquez Velasquez  
would have worked between March 12, 2010  
to December 10, 2010 but for the wrongful termination,  
excluding the 19 weeks for which Mr. Velasquez  
found other employment sometime after July 1, 2010  
(78 weekdays, 8 hours/day @ \$10.90 per hour; plus  
22 weekdays, 8 hours/day @ \$11.40 per hour)

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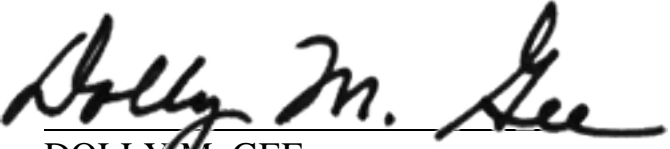
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- 1           8.     The amount of benefits Respondent would have                                 \$17,472.00  
2                 paid to the Carpenters Southwest Administrative  
3                 Corporation for the 39 weeks Howard Martin would have  
4                 worked between March 12, 2010 to December 10, 2010  
5                 but for the wrongful termination  
6                 (78 weekdays, 8 hours/day @ \$10.90 per hour; plus  
7                 117 weekdays, 8 hours/day @ \$11.40 per hour)
- 8           9.     The amount of benefits Respondent would have                                 \$17,472.00  
9                 paid to the Carpenters Southwest Administrative  
10                Corporation for the 39 weeks Nathan Horne would have  
11                worked between March 12, 2010 to December 10, 2010  
12                but for the wrongful termination  
13                (78 weekdays, 8 hours/day @ \$10.90 per hour; plus  
14                117 weekdays, 8 hours/day @ \$11.40 per hour)
- 15          10.    Interest of ten (10) percent per annum on \$43,752                         \$5,993.42  
16                (total of items 7 through 9, above)  
17                pursuant to California Civil Code Section 3289(b),  
18                from the time of the breach on March 12, 2010  
19                to the date of the Order confirming the Arbitration  
20                Award
- 21          TOTAL TO THE CARPENTERS SOUTHWEST                                 \$49,745.42  
22          ADMINISTRATIVE CORPORATION
- 23          GRAND TOTAL                                                                         \$215,258.94

24          This Court retains jurisdiction for purposes of confirming and enforcing any  
25          further award made by the arbitrator.

26          IS IT SO ADJUDGED.

27          Dated: September 13, 2011

28                                                                                                   
DOLLY M. GEE  
United States District Judge